INVITATION TO BID	0 100	BIDS WILL BE PUBLICLY	OPENED:
STATE OF LOUISIANA		JUN 16, 2010	10:00 AM
DIVISION OF ADMINISTRATION OFFICE OF STATE PURCHASING	The state of the s	PURCHASING AGENCY NO. :	107001
====> VENDOR NO. :		SEE NO. 8 BELOW. RET	
VENDOR NAME AND ADDRESS	1	2240084 06/16/10	10:00 AM R12090O
====>		OFFICE OF STATE PURCHASIN OFFICE OF STATE PURCHASIN POST OFFICE BOX 94095 BATON ROUGE, LA 70804-9095	IG IG
FILL IN VENDOR NUMBER (FEIN), NAM ADDRESS ABOVE, BEFORE SUBMITTII		BUYER PHONE : (225 DATE ISSUED : 05/2 REQ. AGENCY : 340	NDC FOLD HERE> RTS & SERVICE CENTER 10 3070 49 00/00
PRE-COOKED MEATS - POULTRY, PORK, BEEF NORTHWEST SUPPORT, JULY - OCTOBER 2010			
TO BE COMPL  1. PLEASE REMOVE FROM THIS COMMODITY CODE.  2. DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIP  3. % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT W DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRAC BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS.  4. BID BOND ATTACHED, CERTIFIED CHECK ATTACHE  5. BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESUL	Y (30) DAYS. CASH DISC ILL NOT BE CONSIDERE TS, CASH DISCOUNTS W D,OTHER, I	D IN VILL BE ACCEPTED AND TAKEN F REQUIRED.	
INSTRUCTION	IS TO BIDDERS		
READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPEC     ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, INITIALED BY THE BIDDER.     THIS BID IS TO BE MANUALLY SIGNED IN INK.		ORMS OF ALTERATION TO UNIT PRICES SH	OULD BE FOLD HERE>
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OF "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE INVOICE OR DELIVERY, WHICHEVER IS LATER.  5. AMOUNT OF BID BOND REQUIRED:  N/A	WITHIN 30 DAYS AFTER		ANCE"
AMOUNT OF PERFORMANCE BOND, IF REQUIRED.     DESIRED DELIVERY:	OR 0'	ENVELOPE OR PACKAGE CLEARLY MARKE	D WITH
THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECE  9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD IN THIS SOLICITATION.  10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WIS SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFO	TE OF LOUISIANA INCLU TERMS AND CONDITION ITH ALL INSTRUCTIONS UT COLLUSION OR FRAU	DING BUT NOT LIMITED TO L.R.S. 39:1551-17 S; SPECIAL CONDITIONS; AND SPECIFICATI TO BIDDERS, TERMS, CONDITIONS AND D. THIS BID IS TO BE MANUALLY SIGNED IN	ONS LISTED
VENDOR PHONE NUMBER: TIT FAX NUMBER:	LE	DATE	
SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3. (MUST BE SIGNED)	NAME OF	BIDDER R PRINTED)	

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11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.

12. CONFERENCE:

NA

NA

NA

13. BID FORMS.

ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

- A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND:
- B. BID FILLED OUT IN PENCIL: AND
- C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.
TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN
ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT
BID.

#### 14. STANDARDS OF QUALITY.

ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFOMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

### 15. DESCRIPTIVE INFORMATION.

BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

### 16. BID OPENING.

BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

### 17. AWARDS.

THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

### 18. PRICES

UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

### 19. DELIVERIES.

BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

# 20. TAXES.

VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

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#### 21. NEW PRODUCTS.

UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

#### 22. CONTRACT RENEWALS.

UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.

#### 23. CONTRACT CANCELLATION.

THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.

### 24. DEFAULT OF CONTRACTOR.

FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT.
WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS
OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT
PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

#### 25. ORDER OF PRIORITY.

IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

### 26. APPLICABLE LAW.

ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

# 27. COMPLIANCE WITH CIVIL RIGHTS LAWS.

BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

# 28. SPECIAL ACCOMMODATION.

ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

### 29. INDEMNITY.

CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

# 30. SIGNATURE AUTHORITY.

IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

- 1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR
- 2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR
- 3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.

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1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:
OFFICE OF STATE PURCHASING
P O BOX 94095
BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING CLAIBORNE BUILDING, SUITE 2-160 1201 NORTH THIRD STREET BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER SHOULD BE AWARE OF SECURITY REQUIREMENTS FOR THE CLAIBORNE BUILDING AND ALLOW TIME TO BE PHOTOGRAPHED AND PRESENTED WITH A TEMPORARY IDENTIFICATION BADGE.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

\*

### \*\*ATTENTION: \*\*

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC AT THE FOLLOWING WEB SITE: HTTP://WWWPRD.DOA.LOUISIANA.GOV/OSP/LAPAC/PUBMAIN.ASP ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

2 COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF

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	1975, AND BIDDER AGREES WITH DISABILITIES ACT O ITS EMPLOYMENT PRACTICE ENTERED INTO AS A RESUL COLOR, RELIGION, SEX, N POLITICAL AFFILIATION, DISCRIMINATION COMMITTE STATUTORY OBLIGATIONS W	DUCATION AMENDMENTS OF 1972, THE AGE ACT OF TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS F 1990. BIDDER AGREES NOT TO DISCRIMINATE IN S, AND WILL RENDER SERVICES UNDER ANY CONTRACT T OF THIS SOLICITATION, WITHOUT REGARD TO RACE, ATIONAL ORIGIN, VETERAN STATUS, OR DISABILITIES. ANY ACT OF D BY BIDDER, OR FAILURE TO COMPLY WITH THESE HEN APPLICABLE, SHALL BE GROUNDS FOR RACT ENTERED INTO AS A RESULT OF THIS
3	G CANCELLATION THE STATE OF LOUISIANA THIRTY (30) DAYS WRITTE	RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH N NOTICE.
4	SUBMITTING ANY BID FOR THEIR COMPANY, ANY SUBC	PENSION OR DEBARMENT. BY SIGNING AND \$25,000 OR MORE, THE BIDDER CERTIFIES THAT ONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR SERVICES ADMINISTRATION (GSA) IN ACCORDANCE N OMB CIRCULAR A-133.
	A LIST OF PARTIES WHO H VIA THE INTERNET AT WWW	AVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED LEPLS.GOV
5	PREFERENCE NOT TO EXCEE MANUFACTURED, PRODUCED,	NCE WITH LOUISIANA REVISED STATUTES 39:1595, A D TEN PERCENT (10%) MAY BE ALLOWED FOR PRODUCTS GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL (7%) IF MEAT, CATFISH, PRODUCE, EGGS, OR SED).
	DO YOU CLAIM THIS PREFE	RENCE? YES
		ERENCE PERCENTAGES AND LINE NUMBERS AND GIVE NA WHERE PRODUCT IS MANUFACTURED, PRODUCED, RTHER PROCESSED.
	7% / LINE NOS:	LOCATION:
	10% / LINE NOS:	LOCATION:
	(NOTE: IF MORE SPACE	IS REQUIRED, INCLUDE ON SEPARATE SHEET.)
	DO YOU HAVE A LOUISIANA	BUSINESS WORKFORCE? YES NO
		HAT AT LEAST FIFTY PERCENT (50%) OF YOUR FORCE IS COMPRISED OF LOUISIANA RESIDENTS?
	VES NO	

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FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

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BIDDERS ARE REQUESTED TO BID PACKAGING AND PORTION SIZES AS SPECIFIED. HOWEVER, IF ALTERNATES TO THE PACKAGING OR PORTION SIZES ARE PROPOSED, THEY SHOULD BE AS CLOSE AS POSSIBLE TO THOSE SPECIFIED. UNLESS REQUESTED OR OTHERWISE SPECIFIED, BULK PACKAGING IS NOT ACCEPTABLE. QUANTITIES PER PACKAGE WHICH ARE GREATER THAN SPECIFIED MAY BE CONSIDERED BULK PACKAGING AND MAY BE CAUSE FOR REJECTION.

THE DIVISION OF ADMINISTRATION RESERVES THE RIGHT TO ACCEPT OR REJECT ALTERNATE PACKAGING OR PORTION SIZES BASED ON FACTORS INCLUDING, BUT NOT LIMITED TO, STORAGE LIMITATIONS AT THE FACILITY; PRODUCT SHELF LIFE, DIETARY REQUIREMENTS ON PORTIONS, ETC.; DELIVERY SCHEDULES SPECIFIED; DISTRIBUTION REQUIREMENTS; INTERNAL/EXTERNAL PACKAGING SPECIFICATIONS; AND CANTEEN RESALE CONSIDERATIONS.

7 PRICES ARE TO BE BID IN THE UNIT OF MEASURE REQUESTED (PER ROLL, PER REEL, PER CARTON, PER GALLON, ETC.).

8 \*\*\*\*\*\*\*\*\*\*\*\*\*

DUE TO FISCAL YEAR CONSTRAINTS, FUNDING MAY BE UNAVAILABLE FOR PAYMENT FOR ITEMS NOT DELIVERED BY JUNE 30. IF DELIVERY CANNOT BE MADE IN ACCORDANCE WITH THE ORDER, VENDOR MUST ADVISE THE AGENCY OF INABILITY TO SUPPLY.

9 ANY ORDERS RESULTING FROM THIS SOLICITATION WILL BE PAID WITH NEW FY FUNDS, IF APPROPRIATED BY THE LEGISLATURE. DELIVERY CANNOT BE MADE PRIOR TO JULY 1 AND YOUR BID PRICES MUST BE FIRM FOR ACCEPTANCE AND DELIVERY ACCORDINGLY.

\*\*\*\*\*\*

- 10 THE ABOVE QUANTITIES ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY THE STATE OF LOUISIANA TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID.
- 11 ALL MEAT, MEAT PRODUCTS, EGGS AND SEAFOOD MUST BE IN COMPLIANCE WITH DEPARTMENT OF AGRICULTURE SPECIFICATIONS. STATE INSPECTION CERTIFICATE MUST BE FURNISHED WITH EACH DELIVERY. FOR MORE INFORMATION ON STATE INSPECTION, CONTACT LDAF AT (225) 922-1358.
- 12 TIMELY DELIVERY OF ALL ORDERS IS IMPERATIVE. IF A VENDOR CANNOT MEET ANY DELIVERY, IT IS THE VENDOR'S RESPONSIBILITY TO CONTACT THE DIETARY DEPARTMENT OF THE ORDERING AGENCY AND SECURE A MUTUALLY AGREEABLE EXTENSION. FAILURE TO DELIVER AS PROMISED WILL BE CONSIDERED A DEFAULT BY THE VENDOR.

IN THE EVENT AN EXTENSION CANNOT BE AGREED UPON, THE ORDER MAY BE CANCELLED. ADDITIONALLY, PER TERMS OF THE CONTRACT, DEFAULTING VENDOR MAY BE SURCHARGED ANY INCREASED COST RESULTING FROM FAILURE TO DELIVER.

- 13 \*\*\*\*\* DEPT. OF AGRICULTURE GRADING AND CERTIFICATION PROGRAM \*\*\*\*\*\*
  - R.S. 39:2101, MANDATES THAT ALL STATE AGENCIES, STATE INSTITUTIONS AND LOCAL SCHOOL DISTRICTS WHICH OPERATE FOOD SERVICE FACILITIES FOR

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STUDENTS, PATIENTS OR INMATES UTILIZE ONLY THOSE MEAT, POULTRY AND SEAFOOD PRODUCTS THAT HAVE MET ALL LOUISIANA DEPARTMENT OF AGRICULTURE AND FORESTRY (LDAF) REQUIREMENTS FOR GRADING & CERTIFICATON PROGRAM. LDAF FEES FOR GRADING & CERTIFICATION SERVICES WILL BE CHARGED SUPPLIERS IN ACCORDANCE WITH LDAF RULES & REGULATIONS LAC 7:V.513, AND FOLLOWING, AND BID PRICES SHALL BE INCLUSIVE OF ALL GRADING AND CERTIFICATION FEES. FOR MORE INFORMATION AND/OR QUESTIONS ON THE LDAF GRADING & CERTIFICATION PROGRAM AND FEES, CONTACT LDAF AT (225) 922-1358.

FOR DELIVERY OF NON-COMPLIANT PRODUCTS TO THOSE INSTITUTIONS THAT HAVE BEEN GRANTED THE AUTHORITY BY LDAF TO SELF-CERTIFY THEIR MEAT, POULTRY AND SEAFOOD PRODUCTS, THE FOLLOWING PENALTIES AND FEES WILL APPLY:

- 1. IF THE PRODUCT IS IN NON-COMPLIANCE AND IT IS NECESSARY FOR THE ENTITY TO USE THE PRODUCT, THE SUPPLIER WILL BE CHARGED IN ACCORDANCE WITH LDAF RULES AND REGULATIONS LAC 7:V.513, AND FOLLOWING. THIS ASSESSMENT WILL COUNT AS ONE (1) VIOLATION.
- 2. IF THE PRODUCT IS IN NON-COMPLIANCE AND IS REJECTED AND RETURNED, NO CHARGES WILL BE ASSESSED TO THE SUPPLIER; HOWEVER, THIS WILL ALSO COUNT AS ONE (1) VIOLATION.
- 3. IF A SUPPLIER RECEIVES THREE (3) VIOLATIONS IN ANY GIVEN QUARTER, IT WILL BE NECESSARY FOR LDAF TO INSPECT ALL OF THE SUPPLIER'S PRODUCTS BEFORE SHIPMENT. THE SUPPLIER WILL BE CHARGED IN ACCORDANCE WITH LDAF RULES AND REGULATIONS LAC 7:V.513, AND FOLLOWING.

THIS PROVISION IS HEREBY MADE PART OF ANY SUBSEQUENT CONTRACT FOR MEAT, POULTRY (INCLUDING EGGS), AND SEAFOOD PRODUCTS.

PRICE S	HEET	INVITATI	ONTOE	טוט		1
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDE	TOTAL
	UNLESS SPECIFIED ELSEWHERE SHIP TO: NORTHWEST SUPPORTS & SERVICE CENTER FOOD INVENTORY 5401 SHED ROAD BOSSIER CITY, LA 71111					
00001	COMMODITY CODE: 385-44-000000  LAFN 1105-3, CHICKEN MEAT, DICED, COOKED PIECES WILL BE APPROXIMATELY 1/2 INCH IN SIZE. NO SKIN OR NO MORE THAN 10% FINES. NO MORE THAN 60% DARK MEAT TO WHITE MEAT. PRODUCT WILL BE PACKAGES IN 10 LB BOXES. FROZEN ON DELIVERY.  SPECIFY PACK:	1000	LB			
00002	COMMODITY CODE: 385-44-000000  LAFN 1104-7, CHICKEN TENDERS, COOKED, BREADED. TOTAL WEIGHT (MIN) 1.25 OZ. TO YIELD MEAT WEIGHT OF 1.0 OZ. TOTAL BATTER AND BREADING PICK-UP: 25% WITH NO VOIDS ON BREADING. CONTAINS NO VEGETABLE PROTEIN OR EXTENDERS. MUST HAVE CN LABEL AND/OR CONTRACT COMPLIANCE STAMP ON BOX. WHITE MEAT ONLY. MUST HAVE ENRICHED COMMERCIALLY PREPARED BREADING. EACH PATTY MUST BE BATTERED AND BREADED IN LIGHTLY SEASONED COATING THAT RETAINS ITS CRISPNESS. IT WILL THEN BE FLASH FRIED IN VEGETABLE OIL AND INDIVIDUALLY QUICK FROZEN AND PASSED THROUGH A METAL DETECTOR WITH SENSITIVITY SET ACCORDING	240	LB			

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED	TOTAL
00003	TO TESTING PROCEDURES IN THE POULTRY DIVISION. TENDERS WILL BE PACKED IN POLY LINED 20 LB. BOXES THAT ARE TAPED AND WILL HAVE NET WEIGHT AND PRODUCT DESCRIPTION ON LABEL ACCORDING TO USDA REGULATIONS. FROZEN ON DELIVERY.  SPECIFY PACK:  DELIVERY: 60 LBS - JUL 7, 2010 60 LBS - AUG 4, 2010 60 LBS - SEP 8, 2010 60 LBS - OCT 6, 2010  SPECIFY BRAND (& NUMBER IF APPLICABLE)  COMMODITY CODE: 385-44-000000  LAFN 1104-4, CHICKEN BREAST PATTY, BREADED, COOKED. WILL BE PACKED IN POLY LINED 20 LB. BOXES THAT ARE TAPED AND WILL HAVE NET WEIGHT AND PRODUCT DESCRIPTION ON LABEL ACCORDING TO USDA REGULATIONS. FROZEN ON DELIVERY.  SPECIFY PACK:  DELIVERY:  100 LBS - JUL 7, 2010 100 LBS - AUG 4, 2010 100 LBS - AUG 4, 2010 100 LBS - SEP 8, 2010 100 LBS - OCT 6, 2010  SPECIFY BRAND (& NUMBER IF APPLICABLE)  COMMODITY CODE: 385-44-000000  LAFN 1105-4, TURKEY BREAST, BONELESS, FULLY COOKED, SALT FREE. SIZE	400	LB			

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED	TOTAL
	RANGE 4 - 9 LBS., NO EXTENDERS OR BINDERS, NO SODIUM ADDED. WILL BE MADE FROM THE WHOLE TURKEY BREAST SO IT MAY BE SLICED WITHOUT CRUMBLING. INDIVIDUALLY WRAPPED IN 2 - 4 BAGS PER MASTER CONTAINER. FROZEN ON DELIVERY, 20# CWT.  SPECIFY PACK:  120 LBS - JUL 7, 2010 120 LBS - AUG 4, 2010 120 LBS - SEP 8, 2010 120 LBS - OCT 6, 2010  SPECIFY BRAND (& NUMBER IF APPLICABLE)					
00005	COMMODITY CODE: 385-44-000000  TURKEY BREAST, SLICED, COOKED, 6/2 LBS. PER CASE, 22 TO 26 SLICES PER POUND. DELI STYLE. FROZEN ON DELIVERY.  SPECIFY PACK:  DELIVERY:  50 LBS - JUL 7, 2010  50 LBS - AUG 4, 2010  50 LBS - SEP 8, 2010  50 LBS - OCT 6, 2010  SPECIFY BRAND (& NUMBER IF APPLICABLE)	200	LB			
00006	COMMODITY CODE: 390-49-000000  IMPS 505, HAM, STYLE D, BONELESS, SKINLESS. (CURED AND SMOKED).FULLY COOKED, 9 - 14 LBS PER HAM, RECTANGLE, FORMED, FROZEN ON DELIVERY, 20-40# CWT.	1200	LB			

PRICE S	HEET	INVITATION	ОМ ТО В	ID		
NUMBER	: 2240084 : 06/16/10 TIME: 10:00 AM	BIDDER:				PAGE 11
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED	TOTAL
	SPECIFY PACK:  DELIVERY:  300 LBS - JUL 7, 2010  300 LBS - AUG 4, 2010  300 LBS - SEP 8, 2010  300 LBS - OCT 6, 2010  SPECIFY BRAND (& NUMBER IF APPLICABLE)					
00007	COMMODITY CODE: 390-49-000000  HAM, COOKED, SLICED. DELI STYLE. 6/2 LBS. PER CASE, 22 TO 26 SLICES PER, POUND. FROZEN ON DELIVERY.  SPECIFY PACK:  DELIVERY:  50 LBS - JUL 7, 2010  50 LBS - AUG 4, 2010  50 LBS - SEP 8, 2010  50 LBS - OCT 6, 2010  SPECIFY BRAND (& NUMBER IF APPLICABLE)	200	LB			
80000	REQUISITION LINE CANCELLED					
00009	REQUISITION LINE CANCELLED					
00010	COMMODITY CODE: 390-49-000000  IMPS 811, SAUSAGE, SMOKED, COOKED, ROPE STYLE. PORK SAUSAGE. PACKED 1/10 LB BOX. FROZEN ON DELIVERY.  SPECIFY PACK:	280	LB			

PRICE S	HEET	INVITATIO	ON TO R	ID		
NUMBER	: 2240084 : 06/16/10 TIME: 10:00 AM	BIDDER:				PAGE 12
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED	TOTAL
	DELIVERY: 70 LBS - JUL 7, 2010 70 LBS - AUG 4, 2010 70 LBS - SEP 8, 2040 70 LBS - OCT 6, 2010  SPECIFY BRAND (& NUMBER IF APPLICABLE)					
00011	COMMODITY CODE: 390-49-000000  IMPS 550A, CANADIAN STYLE BACON, COOKED. CURED AND SMOKED, SLICED, 10 LB/CASE. SHALL BE PRODUCED FROM THE CURED AND SMOKED CANADIAN BACK ITEM 550. SLICES SHALL BE UNIFORM IN THICKNESS AND DIAMETER. THICKNESS MAY RANGE FROM 7-9 SLICES PER LINEAR INCH. FROZEN ON DELIVERY.	400	LB			
	SPECIFY PACK:  DELIVERY:  100 LBS - JUL 7, 2010  100 LBS - AUG 4, 2010  100 LBS - SEP 8, 2010  100 LBS - OCT 6, 2010  SPECIFY BRAND (& NUMBER IF APPLICABLE)					
00012	COMMODITY CODE: 385-44-000000  LAFN 904, COOKED PORK SAUSAGE PATTIES. MILDLY SEASONED, EACH PATTY 2.0 OZ., PACKED IN 10 LB. BOXES. FROZEN ON DELIVERY.  SPECIFY PACK:  DELIVERY: 100 LBS - JUL 7, 2010	400	LB			

RICE S	HEET	INVITATION	ON TO B	ID		
UMBER PEN DATE -NUMBER	: 2240084 : 06/16/10 TIME: 10:00 AM :	BIDDER:				PAGE 13
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED	TOTAL
	100 LBS - AUG 4, 2010 100 LBS - SEP 8, 2010 100 LBS - OCT 6, 2010  SPECIFY BRAND (& NUMBER IF APPLICABLE)		UNII	UNIT PHICE	EXTENDEL	TOTAL